

THIS LEASE AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the COUNTY OF YORK, a political subdivision of the commonwealth of Virginia (hereinafter the "County") and CHILD DEVELOPMENT RESOURCES, INC., a Virginia Corporation not organized for profit (hereinafter the "Tenant"),

WITNESSETH:

WHEREAS, the County owns a building designated at the Griffin-Yeates Center (hereinafter "Building"), located at 1490 Government Road, York County, Virginia, and desires to lease space within the Building to the Tenant;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereby agree as follows:

1. Description of premises. The County hereby leases to Tenant the office space between Room 6 and Room 10 in the Building, consisting of approximately two hundred (200) square feet (the "Leased Premises") on the diagram attached hereto as Exhibit A. This lease shall include the right of Tenant, its staff and client population to utilize a reasonable number of the unreserved parking spaces available at the Building.

2. Term. This lease shall commence on November 1, 2004, and continue through October 31, 2005. Either party may terminate the Lease upon the giving of written notice to the other at least one hundred twenty (120) days prior to the date of termination.

3.     Rent. Tenant shall pay to the County, due on the first and before the fifth day of each month, commencing November, 2004, and each month thereafter for the term of this Lease the sum of \$150.00, based on a yearly rate of nine dollars (\$9.00) per square foot for each of two hundred (200) square feet. The County shall provide utilities for and maintenance of the Leased Premises. Payment shall be mailed to the County of York, c/o Treasurer, 120 Alexander Hamilton Boulevard, Yorktown, Virginia, 23690. Tenant shall be responsible for paying the costs of installing lines and equipment for telephone service compatible with the building system.

4.     Use of Leased Premises. Tenant shall use the Leased Premises only for office space as a base of operations and in support of a grant from the U.S. Department of Health and Human Services for the purposes of providing Early Head Start home based services for families with infants and toddlers.

5.     Insurance; liability; indemnification.

a.     CDR will obtain and maintain for the term of this Agreement insurance for its personal property at the Griffin–Yeates Center. The County will have no obligation to insure CDR property against damage or theft.

b.     CDR shall bear all loss, expense (including reasonable attorney’s fees) and damage in connection with, and shall indemnify the County against and save the County harmless from all claims, demands and judgements made or recovered against the County because of personal injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the Early Head Start program operated by CDR

including acts of CDR's employees, servants or agents, whether or not such claims are due to any act of omission or commission. Compliance by CDR with the insurance provisions hereof shall not relieve CDR from liability under this provision. This agreement does not require CDR to defend or otherwise indemnify the County, its officials, agents or employees, or any of them against claims that the County, its officials, agents or employees or any of them were negligent.

6. Assignment. Tenant shall not assign or sublet the Leased Premises or any part thereof.

7. Notices. Any notice required or permitted by this Lease to be given by either party to the other may be either personally delivered or sent by registered mail, the date depositing the same with the U.S. Post Office to be taken as the date of giving such notice.

All notices required by this Lease, unless otherwise designated in writing, shall be given to:

County: James O. McReynolds

County Administrator

224 Ballard Street

Post Office Box 532

Yorktown, Virginia 23690

Tenant: Child Development Resources, Inc.

150 Point O' Woods Road

Post Office Box 280

Norge, Virginia 23127-0280

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COUNTY OF YORK, VIRGINIA

By: \_\_\_\_\_

James O. McReynolds

County Administrator

CHILD DEVELOPMENT RESOURCES, INC.

By: \_\_\_\_\_

Corinne W. Garland

Executive Director

Approved as to form:

\_\_\_\_\_

James E. Barnett, Jr.

County Attorney